

maryland national
bank

September 9, 1976

Mr. Robert L. Oswald
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RECORDATION NO. 7711-B
SEP 10 1976 - 4 12 PM
INTERSTATE COMMERCE COMMISSION

Dear Sir:

Enclosed herewith for filing in your office, pursuant to Section 20c of the Interstate Commerce Act, are five (5) executed counterparts of an Amendment to Equipment Trust Agreement dated as of July 23, 1976, between Maryland National Bank, as Trustor (the "Trustor"), and Provident National Bank, as Trustee (the "Trustee"), amending that certain Equipment Trust Agreement dated as of November 1, 1974, between Trustor and Trustee, previously filed in your office on November 14, 1974, at 10:55 A.M., Recordation No. 7711.

Also enclosed is a check in the amount of Ten Dollars (\$10.00) for the recordation fee. The names and addresses of the parties to the foregoing document are as follows:

Trustor: Maryland National Bank
10 Light Street
Baltimore, Maryland 21203

Trustee: Provident National Bank
17th and Chestnut Streets
Philadelphia, Pennsylvania 19103
Attention: Corporate Trust Department

The equipment covered by the agreement consists of one hundred four (104) 100-ton steel triple hopper coal cars, A.A.R. mechanical designation HT, bearing road numbers PPLX 782 through PPLX 841 inclusive, and PPLX 843 through PPLX 886 inclusive. Such equipment also bears the following legend: "Provident National Bank, Trustee, Owner-Lessor" on both sides of each car.

Kindly return three (3) counterparts of the Amendment to Equipment Trust Agreement to:

Mr. Robert L. Oswald
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Alan J. Mogol, Esq.
Ober, Grimes & Shriver
10 Light Street
Suite 1600
Baltimore, Maryland 21202

MARYLAND NATIONAL BANK

By: Edward A. Dahlka, Jr.
Edward A. Dahlka, Jr.
Authorized Representative

EADJr:vlp

Enclosures

AMENDMENT TO EQUIPMENT TRUST AGREEMENT

Dated as of July 23, 1976

RECORDATION NO. 7711-B
SEP 16 1976 4 40 PM
INTERSTATE COMMERCE COMMISSION

Between

MARYLAND NATIONAL BANK,

Trustor

and

PROVIDENT NATIONAL BANK,

Trustee

PENNSYLVANIA POWER & LIGHT COMPANY

105 One Hundred-Ton Steel Triple

Hopper Coal Cars

Filed and recorded with the Interstate Commerce
Commission pursuant to Section 20c of the Interstate
Commerce Act on _____, 1976, at _____ M.,
Recordation No. 7711 - _____.

AMENDMENT TO EQUIPMENT TRUST AGREEMENT

THIS AMENDMENT TO EQUIPMENT TRUST AGREEMENT (the "Amendment") dated as of July 23, 1976, between MARYLAND NATIONAL BANK, a national banking association ("Trustor") and PROVIDENT NATIONAL BANK, a national banking association ("Trustee").

WHEREAS, the parties hereto have entered into an Equipment Trust Agreement dated as of November 1, 1974 (the "Trust Agreement"), by the terms of which Trustor appointed Trustee to act as trustee of the trust therein created on the terms and conditions therein set forth; and

WHEREAS, the parties hereto have determined that it is necessary to amend said Trust Agreement, pursuant to Section 11.01 thereof, in certain particulars as more fully set forth herein;

NOW, THEREFORE, for and in consideration of the sum of Five Dollars (\$5.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties do hereby agree as follows:

1. Section 3.01(b) of said Trust Agreement is hereby amended by striking the seventh and eighth paragraphs contained in the certificate set forth therein and, in lieu thereof, the following paragraphs are hereby substituted:

"This Equipment Trust Certificate is subject to prepayment as provided in Sections 5.02 and 5.03 of the Trust Agreement and, if prepayment is made pursuant to Section 5.02 of the Trust Agreement by reason of any payments from Lessee or other amounts received by the Trustee pursuant to Section 7(a)(i) of the Lease upon a Casualty Occurrence or Section 8 of the Lease upon Lessee's election to terminate the Lease with respect to a Unit, such prepayment shall be made on the date specified pursuant to said Section 7(a)(i) or 8, as applicable, with respect to such Unit, at a price equal to the principal amount to be prepaid, determined as hereinafter provided, together with interest accrued to the date of prepayment.

"The principal amount of this Equipment Trust Certificate to be prepaid from

amounts received by the Trustee pursuant to Section 7(a)(1) or 8 of the Lease shall be in the same proportion to the principal amount of this Equipment Trust Certificate outstanding on the date specified as provided above (after application of the tri-monthly level payment due on this Equipment Trust Certificate on such date, or if such date is not a Payment Date, after deduction of the portion of any amount held by the Trustee in accordance with Section 5.01 of the Trust Agreement which is applicable to the principal of this Equipment Trust Certificate) as the Purchase Price of the Unit with respect to which the Trustee has received such amounts is to the aggregate Purchase Price of (x) all Units subject to the Lease on such date and (y) all Units (other than those which are included in clause (x) above) with respect to which the Trustee has received such amounts on such date."

2. Section 5.02 of said Trust Agreement is hereby amended by striking clause second of said section and, in lieu thereof, the following clause is hereby substituted:

"second, so much of such payment shall be distributed to the holders of the Certificates ratably, without priority of one over the other, as shall be required so that the amount so distributed shall be in the same proportion to the principal amount of such Certificates outstanding on the date specified pursuant to Section 7(a)(1) or 8 of the Lease, as applicable (after application of the tri-monthly level payment due on such Certificates on such date, or if such date is not a Payment Date, after deduction of the portion of any amount held by the Trustee in accordance with Section 5.01 hereof which is applicable to the principal of such Certificates), as the Purchase Price of the Unit with respect to which the Trustee has received such payment is to the aggregate Purchase Price of (x) all Units subject to the Lease on such date and (y) all Units (other than those which are included in clause (x) above) with respect to which the Trustee has received such payment on such date;"

The provisions agreed to herein are expressly intended to be in addition to and in modification of the terms of the Trust Agreement and shall have retroactive effect to the date of execution of the Trust Agreement. Other than as expressly modified herein, the terms and conditions of said Trust Agreement are unchanged and are hereby ratified and confirmed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Equipment Trust Agreement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

ATTEST:

MARYLAND NATIONAL BANK

George B. Phelan
Authorized Officer
VICE PRESIDENT

By: Edward A. Dahlka, Jr.
Edward A. Dahlka, Jr.
Authorized Representative

TRUSTOR

ATTEST:

PROVIDENT NATIONAL BANK

John H. Kenne
Authorized Officer

By: [Signature]
Vice President

TRUSTEE

STATE OF MARYLAND :

SS:

CITY OF BALTIMORE :

On this 29th day of July, 1976, before me personally appeared EDWARD A. DAHLKA, JR., to me personally known, who, being by me duly sworn, says that he is an authorized representative of Maryland National Bank, that the seal affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association, by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Carl F. [Signature]
Notary Public

My Commission Expires:

7-1-78

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF PHILADELPHIA : SS:

On this 8th day of September, 1976, before me personally appeared J. William Erb, to me personally known, who, being by me duly sworn, says that he is the Vice President of Provident National Bank, that the seal affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association, by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Marcia Suprintz
Notary Public

My Commission Expires:

MARCIA SUPRINTZ
Notary Public, Philadelphia, Philadelphia Co.,
My Commission Expires on Dec 18, 1977